EXHIBIT 11

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By E-mail

David I. Gindler, Esq.
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Re: In re: Columbia University Patent Litigation
MDL No. 1592

Dear David:

Please clarify the representation Columbia makes in its reply brief that Columbia "will not sue [plaintiffs] for infringement of the '275 patent – as to any product – at any time while the Patent Office is considering the reissue application and the reexamination petition." Biogen and Genzyme have the following questions concerning that representation.

1. Is Columbia's representation a binding and irrevocable commitment not to sue for infringement of, or royalties under, the '275 patent as to any activities, whether within the scope of the Covenant Not to Sue or not, until after the issuance of a reissue patent or reexamination certificate?

2. Assuming that Columbia later sues Biogen or Genzyme on the '275 patent or any reissued/reexamined '275 patent, is Columbia making a binding and irrevocable commitment not to seek in that lawsuit damages or royalties for any activities, whether or not included within the scope of the Covenant Not To Sue, occurring prior to the date of the completion of reissue and reexamination proceedings?

We would be grateful if you could provide clarification as to these points by letter today. Thank you.

Very truly yours,

Claire Laporte

Claire Laporte

CL:ct